

**ORIGINAL**

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number <b>ALBERT, WEILAND &amp; GOLDEN, LLP</b> Philip E. Strok, State Bar No. 169296 650 Town Ctr Dr., #950, Costa Mesa, CA 92626 714 966-1000, facsimile 714 966-1002 General Insolvency Counsel for Cygnion	FOR COURT USE ONLY <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>FILED</b>  <b>MAR 11 2002</b>  <small>CLERK, U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY Deputy Clerk</small> </div>
<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA</b>	
In re: <b>CYGNION CORPORATION</b> , a Delaware corporation, dba <b>CYBERGENIE PROFESSIONAL CORDLESS,</b>  <div style="text-align: right;">Debtor(s).</div>	CASE NO.: SA 00-16255 RA

**NOTICE OF SALE OF ESTATE PROPERTY**

<b>Sale Date:</b> 4/3/02	<b>Time:</b> 10:00 a.m.
<b>Location:</b> SA-6C, 411 West Fourth Street, Santa Ana, CA 92701	

Type of Sale: ☐ Public ☒ Private      Last date to file objections: 3/20/02

Description of Property to be Sold: lab equipment, test equipment, inventory and intellectual property (see attachment)

Terms and Conditions of Sale: see attachment

Proposed Sale Price: \$65,000.00

Overbid Procedure (If Any): see attachment

If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:

Contact Person for Potential Bidders (include name, address, telephone, fax and/or e-mail address):

Albert, Weiland & Golden, LLP  
Philip E. Strok, Esq.  
650 Town Center Drive, Suite 950  
Costa Mesa, CA 92626  
714 966-1000, facsimile 714 966-1002

Date: 3/8/02

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**Terms and Conditions of Sale**

1. The sale is subject to the approval of this Court.
2. AmazE! Technologies, Inc. ("AmazE") agrees to purchase the Debtor's interest in the following assets:
  - a. Lab equipment located in California;
  - b. Test equipment located at Flextronics - Doumen, China;
  - c. Inventory located at Circle International - Carson, California and in New York;
  - d. Other items located in California (Items a through d are referred to collectively as the "Physical Assets"); and
  - e. Intellectual property consisting of hardware intellectual property and software intellectual property, subject to existing or third party Software Licensing Agreement(s) between the Debtor and Valence (collectively, the "Intellectual Property"). The Physical Assets and the Intellectual Property are referred to collectively as the "Assets."
3. AmazE agrees to purchase the Assets for the sum of \$65,000 ("Purchase Price").
4. AmazE has submitted to the Debtor a deposit of \$6,500 ("Deposit). The Deposit is non-refundable if the sale fails to close, except if the failure to close is through no fault of AmazE, is as a result of a successful overbid by a third party, or if the Court does not approve the Agreement.
5. The sale is as-is, where-is, without any representations or warranties, free and clear of liens pursuant to 11 U.S.C. §§ 363(b) and (f).
6. The sale of the Assets is subject to overbids at the hearing on the Motion.
7. At the closing of the transactions provided for in the Agreement ("Closing") which shall take place at the Debtor's offices not later than the later of April 15, 2002, or the date upon which the Sale Order becomes a final order ("Closing Date"):
  - a. The Debtor shall deliver or cause to be delivered to AmazE (1) such instruments of sale, transfer, conveyance and assignment as AmazE may

reasonably request to confirm the Debtor's sale and transfer of the Assets to AmazE, and (2) the Court's entered order approving the Agreement; and

b. AmazE shall deliver or cause to be delivered to the Debtor (1) the balance of the Purchase Price in the form of cash, cashier's check, wire transfer to the Debtor's account, or other form of immediately available funds, (2) the Certificate of the President or Executive Vice-President of AmazE of regarding representations and warranties, and (3) the Certificate of the Secretary or Assistant Secretary regarding resolutions of board of directors and shareholders of AmazE.

8. Within three (3) business days of the Sale Order becoming final and non-appealable, AmazE shall remove the Physical Assets from their identified location and shall be responsible for all costs associated with the removal and shipping of the Physical Assets. In the event that AmazE does not timely remove the Physical Assets, AmazE shall reimburse the Debtor for all storage and related costs incurred by the Debtor commencing with the fourth business day following the Sale Order becoming final and non-appealable, until the Physical Assets are removed by AmazE.

#### **Overbid Procedure**

1. Overbids are subject to the review, discretion and business judgment of the Debtor;

2. The initial overbid must be at least \$70,000;

3. Further overbids must be in increments of \$5,000;

4. Overbidders shall submit overbids in writing to the Debtor's counsel at least five (5) days prior to the hearing on this Motion along with cash or certified funds in the amount of \$10,000 as a non-refundable deposit in the event that the overbidder is the successful bidder at the hearing and fails to close the sale;

5. Overbidders shall have and demonstrate to the Debtor their ability to close the sale at least 24 hours before the hearing on the Motion; and

6. Overbidders shall agree to all terms and conditions of the sale as set forth herein.